The Honorable Barbara Boxer, Chairman The Honorable Johnny Isakson, Vice Chair Select Committee on Ethics United States Senate Room 220 Senate Hart Office Building Washington, D.C. 20510

#### BY E-MAIL

Re: Request for Investigation of Senator Bob Menendez

Dear Chairman Boxer and Vice Chairman Isakson:

The Middlesex County Republican Organization of New Jersey respectfully requests that you begin an investigation to determine whether Senator Bob Menendez (D-NJ) violated the Senate Code of Official Conduct, and other applicable standards of conduct, by, upon information and belief, repeatedly flying on a private jet to the Dominican Republic, and other locations, and soliciting prostitution.

Media reports and publicly available documents indicate, and an investigation will likely confirm, that on multiple occasions Senator Menendez flew on a private, corporate owned jet to the Dominican Republic. Moreover, published news reports also indicate that the corporation's head, Dr. Salomon Melgen, has hosted Senator Menendez at his home in the lavish Casa de Campo Resort in the Dominican Republic. It does not appear that Senator Menendez's apparent acceptance of private jet travel and luxury lodging was permitted by Senate gift rules, nor does it appear that Senator Menendez disclosed acceptance of this travel and lodging on his financial disclosure form – as he would be required to do even if the gifts were otherwise permissible. Further, if Senator Menendez solicited prostitution while a Member of the United States Senate, this conduct would be reprehensible. There is reason to believe, therefore, that Senator Menendez violated the public's trust and engaged in improper conduct that discredits his office and the United States Senate. For these reasons, we urge the Committee to begin an investigation of Senator Menendez.

#### **FACTS**

DRM Med Assist, LLC is owned and managed by Dr. Salomon Melgen, an eye doctor who lives in West Palm Beach, Florida. Dr. Melgen, through DRM Med Assist, LLC, owns a Canadair Ltd. CL-600 Challenger aircraft (the "Melgen Jet"). Exhibit A.

Records indicate that Dr. Melgen frequently travels aboard his private aircraft to and from the Dominican Republic. Press reports also indicate that on several occasions, all during his term as Senator for New Jersey, Senator Menendez has accompanied Dr. Melgen on flights to the Dominican Republic. Exhibits B and C.

## Flight 1

Flight records indicate that Senator Menendez likely flew on the Melgen Jet from New Jersey to the Dominican Republic on September 3, 2010 and returned on the Melgen Jet on September 6. <a href="https://www.flightaware.com">www.flightaware.com</a> (tracking tail #N900LG).

Flight records show that the Melgen Jet left West Palm Beach, Florida, for Teterboro, New Jersey, and Teterboro for Punta Cana, Dominican Republic on Friday, September 3, 2010. Flight records also show a return trip, from the Dominican Republic to West Palm Beach, and from West Palm Beach to Teterboro, on September 6, 2010. Exhibit C.

The Senate was not in session during this time frame, and Senator Menendez's official travel records indicate his location was unaccounted for during this time.

## Flight 2

Records indicate that Senator Menendez flew on the Melgen Jet from Atlanta, Georgia to La Romana, Dominican Republic on May 14, 2010.

On May 14, 2010, Senator Menendez was the keynote speaker at a GALEO event in Atlanta, Georgia at 5:00 pm; the event ended at 7:00 pm. See <a href="https://www.facebook.com/events/102933346414155/">https://www.facebook.com/events/102933346414155/</a>. Exhibit D. According to flight records, the Melgen Jet departed Atlanta at 8:02 pm that evening and flew to La Romana, Dominican Republic. Then, on May 16, the Melgen Jet flew from the Dominican Republic to San Juan, Puerto Rico, where it stayed for approximately 4 hours before flying back to the Dominican Republic. Exhibit C.

Upon information and belief, the Democratic Senatorial Campaign Committee ("DSCC") held a fundraising event in Puerto Rico on or about May 16 or 17, and reported raising \$72,000 from Puerto Rican based donors. The DSCC reimbursed Dr. Melgen's company \$5,380 for air travel on May 24, 2010 – as it is required to do under federal campaign finance law, since Senator Menendez was, as the then-DSCC Chairman, traveling from the Dominican Republic to Puerto Rico on the DSCC's behalf. Exhibits E and G.

## Flight 3

Records indicate that Senator Menendez flew on the Melgen Jet from West Palm Beach, Florida to San Juan, Puerto Rico on March 26, 2011.

Flight records show that the Melgen Jet flew from West Palm Beach to San Juan, Puerto Rico on March 26, 2011 at 4:48 pm. The Melgen Jet returned to West Palm Beach on March 27, and then flew to Washington, D.C. on March 29. Exhibit C.

Upon information and belief, the Menendez campaign and Senator Menendez's leadership PAC held a fundraising event in Puerto Rico on or about March 27, as they reported raising \$60,400 and \$20,000 respectively from Puerto Rican-based donors. Exhibits H and I. Senator Menendez also missed a Senate vote on March 28, 2011 (on the confirmation of Mae D'Agostino to be a U.S. District Court judge in New York). Exhibit J.

## Flight 4

Records indicate that Senator Menendez flew on the Melgen Jet from Teterboro, New Jersey to Punta Caucedo, Dominican Republic on Sunday, April 8, 2012.

Flight records show that the Melgen Jet departed West Palm Beach for Teterboro, New Jersey on the morning of Easter Sunday, April 8, 2012. A few hours later, the Melgen Jet departed New Jersey and flew to Punta Caucedo, Dominican Republic. Exhibit K.

Media reports, including video taped interviews with two prostitutes who state that Senator Menendez paid them for their services during this timeframe confirm that Senator Menendez was present in the Dominican Republic. <a href="http://dailycaller.com/2012/11/01/women-sen-bob-menendez-paid-us-for-sex-in-the-dominican-republic/">http://dailycaller.com/2012/11/01/women-sen-bob-menendez-paid-us-for-sex-in-the-dominican-republic/</a> (accessed on November 1, 2012). Exhibit B.

## **Senate Rules**

Under Senate Rules, if officially-related fact finding travel is appropriately approved by the Senate Ethics Committee and subsequently disclosed publicly, then a Senator may accept reimbursement for necessary transportation, lodging and related expenses from an individual other than a registered lobbyist or agent of a foreign principal. If these conditions are met, the payment of travel expenses is considered as a reimbursement to the Senate and not as a gift to the individual Senator. These travel rules allow acceptance of reimbursement from a private party only where the travel is undertaken "in connection with the duties of the Member . . . as an officeholder . . . ." There is no indication that the Melgen Jet travel was undertaken by Senator Menendez for any purpose connected with his official duties or office, and even if it was undertaken for an officially-related purpose there is no indication that the travel was appropriately approved and publicly disclosed as required by Senate Rules.

Under Senate gift rules, a gift of travel and lodging from an individual could also be accepted by a Senator under the exception for gifts of personal friendship,

but only if all the requirements of that exception are met, including – where the value of the gift exceeds \$250 – the requirement that the Committee approve acceptance of the gift in writing in advance. Any such gift with a value greater than \$250 would have to be disclosed on the accepting Senator's annual Financial Disclosure Report. But Senator Menendez did not disclose the Melgen Jet travel on any Financial Disclosure Report, which strongly suggests that he did not receive the necessary approval from the Ethics Committee that his apparent repeated acceptance of the gifts of travel was permissible.

Apart from the specific provisions of the Senate Code of Official Conduct, there is an over-arching standard of conduct, long recognized by the Senate and the Ethics Committee, that requires that Senators refrain from engaging in "improper conduct reflecting on the Senate." With respect to this all-important standard, no more need be said than, if, as alleged, Senator Menendez solicited prostitution and patronized prostitutes while a Senator, his conduct would be improper conduct reflecting on the Senate.

## <u>Analysis</u>

Under any analysis, there is reason to believe that Senator Menendez has accepted a prohibited gift of private air travel from Dr. Melgen and/or Dr. Melgen's company aboard the Melgen Jet.

If the private air travel was accepted by Senator Menendez in connection with some as yet undisclosed "factfinding" purpose, Senator Menendez failed to file any of the forms and information required in connection with such travel with the Senate Office of Public Records. More importantly, however, acceptance of travel in a private or charter aircraft is strictly prohibited in connection with officially-related travel. Such private aircraft travel would have been an outright and impermissible gift to Senator Menendez.

Media reports indicate, however, that Senator Menendez's travel to the Dominican Republic were solely recreational, not officially-related; indeed, he has been known to stay at the luxurious Casa De Campo Resort. The only records that appear to exist concerning Senator Menendez's time spent in the Dominican Republic, other than the video interview in which two prostitutes identified him as someone who paid them for sex, is an article from 2006 characterizing his stay as "vacation." [Exhibit K] If the reported travel on the Melgen Jet and the lodging at the resort were accepted by Senator Menendez as gifts of personal friendship from Dr. Melgen, it would have been necessary for him to receive the Ethics Committee's written authorization in advance of accepting such valuable gifts and, then, he would have been required to disclose such gifts on his annual Financial Disclosure Report. If, as the press reports and other records indicate, Senator Menendez received these valuable gifts, it appears that – at the least – he did not disclose his acceptance as required. This would not only be a violation of Senate requirements,

but would be a potential criminal violation of Title 18 U.S. Code Section 1001, which prohibits false statements in filings made to the federal government.

Under Senate Resolution 338, it is this committee's duty to "investigate allegations of improper conduct which may reflect upon the Senate, violations of law, violations of the Senate Code of Official Conduct, and violations of rules and regulations of the Senate, relating to the conduct of individuals in the performance of their duties as Members of the Senate..."

This jurisdictional scope specifically includes the Code of Ethics for Government Service, which states that, among other things, any person in government service should:

Put loyalty to the highest moral principles and to country above loyalty to persons, party, or Government department, and

Uphold these principles, ever conscious that public office is a public trust.

As publicly reported in the press, Senator Menendez's actions are beyond the pale. He accepted private air travel to go on vacation in the Dominican Republic, and while there, apparently solicited prostitution. He has repeatedly violated Senate Ethics rules, and engaged in behavior that casts the Senate in disrepute. His actions are precisely the type that result in the American people holding Congress in low regard, embarrass New Jerseyans, and bring dishonor on the Senate.

The Senate Select Committee on Ethics must investigate Senator Menendez's conduct. If Senator Menendez has indeed engaged in improper conduct contrary to Senate ethics rules and standards, he should be sanctioned appropriately.

Samuel D. Thompson

Chairman

Middlesex County Republican Organization

New Jersey

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## 2012 LIMITED LIABILITY COMPANY ANNUAL REPORT

Secretary of State



DOCUMENT# L09000056240

Entity Name: DRM MED ASSIST, LLC

**Current Principal Place of Business:** 

New Principal Place of Business:

2521 METROCENTRE BLVD WEST PALM BEACH, FL 33407

Current Mailing Address:

New Mailing Address:

2521 METROCENTRE BLVD WEST PALM BEACH, FL 33407

FEI Number: 80-0424229

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired ( )

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

MARRERO, JOSE EA

320 DAVIE BLVD FT. LAUDERDALE, FL 33315 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

#### MANAGING MEMBERS/MANAGERS:

Title:

MGR

MELGEN, SALOMON Name: Address:

2521 METROCENTRE BLVD WEST PALM BEACH, FL 33407 US

Tille:

City-SI-Zip:

MGRM

MELGEN, SALOMON Name:

2521 METROCENTRE BLVD Address:

City-St-Zip: WEST PALM BEACH, FL 33407 US

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

SIGNATURE: SALOMON MELGEN

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date



Paperwork Reduction Act Statement: The information collected on this form is necessary to obtain alreraft re-registration. We estimate that it will take approximately 30 minutes to complete the form. Please note that any agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. Form Approved, OMB No. 2120-0729
"Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Avenue SW, Washington, DC 20591. ATTN: Information Collection Clearance Officer, AES-200"

#### DEPARTMENT OF TRANSPORTATION-FEDERAL AVIATION ADMINISTRATION AIRCRAFT RE-REGISTRATION APPLICATION

FAILURE TO RE-REGISTER WILL RESULT IN CANCELLATION OF REGISTRATION AND REGISTRATION NUMBER ASSIGNMENT

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(Owner 2)	nine (St. en seu Marie M		Aircraft F	lenistr	alion Informa	tion may be reviewed at :	
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# U.S. DEPARTMENT OF TRANSPORTATION

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AF5-750-Z3R (02/08)

hereby certify this is a true pand exact copy of the enginal insured Aircraft Title Service, Inc.

## AIRCRAFT MORTGAGE AND SECURITY AGREEMENT

dated effective as of

July 10, 2009

made by

DRM MED ASSIST, LLC

2521 Metrocentre Blvd.

West Palm Beach, Florida 33407

in favor of

NORTHERN TRUST, NA

11301 U.S. Highway One

North Palm Beach, Florida 33408

091971357076 \$15.00 07/16/2009



AIRCRAFT MORTGAGE AND SECURITY AGREEMENT, dated effective as of July 16. 2009, made by DRM Med Assist, LLC, a Florida limited liability company with an address at 2521 Metrocentre Blvd., West Palm Beach, Florida 33407 (together with its successors and assigns, the "Grantor"), in favor of Northern Trust, NA, a national banking association with offices at 11301 U.S. Highway One, North Palm Beach, Florida 33408 (together with its successors and assigns, the "Mortgagee").

#### WITNESSETH:

WHEREAS, pursuant to that certain Term Loan Agreement dated effective of even date herewith (the "Agreement") between Mortgagee and Vitreo-Retinul Consultants of the Palm Beaches, P.A., a Florida corporation (the "Borrower"), Mortgagee has agreed on the terms and conditions set forth therein to make a loan to Borrower (the "Loan") in the aggregate amount of \$1,920,000; and

WHEREAS, in order to induce Mortgagee to make the Loan provided for in the Note, the Grantor desires to secure Grantor's obligations under that certain Guaranty of even date herewith made by Grantor in favor of Mortgagee (the "Grantor Guaranty") which, among other things, guarantees the payment of the Loan and all other amounts owing thereunder; and

WHEREAS, Grantor will derive direct and substantial benefit from the making of the Loan by Mortgagee to Borrower.

NOW, THEREFORE, in consideration of the premises, the sum of \$10.00 paid in hand by Mortgagee to Grantor, and in order to induce Mortgagee to make the Loan to the Borrower pursuant to the terms of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the Grantor hereby agrees with the Mortgagee for the Mortgagee's benefit as follows:

#### ARTICLEI

#### CERTAIN DEFINITIONS

SECTION 1.1. <u>Definitions</u>. Unless otherwise defined herein, capitalized terms defined in the Agreement shall have the respective meanings ascribed to them therein, other capitalized terms defined in the preamble and recitals to this Aircraft Mortgage and Security Agreement shall have the respective meanings ascribed to them therein and the following terms shall have the following defined meanings (and shall be applicable to both the singular and the plural forms of such terms):

"Act" means the Federal Aviation Act of 1958, as amended, together with the regulations of the Federal Aviation Administration thereunder, as in effect from time to time.

"Aircraft" means the Airframe, with the Engines installed thereon (or the engines substituted for the Engines), whether or not any of said initial or substitute Engine may

from time to time be installed on the Airframe, and any and all manuals, logbooks, flight records, maintenance records, and other historical records or information relating to any of the foregoing items.

"Airframe" means that certain 1981 Canadair Ltd. Model CL600-1A11 (described in the International Registry drop-down menu as a Canadair Challenger 600) airframe bearing manufacturer's serial number 1036 and current U.S. registration marking N900LG, together with any and all parts, appliances, components, instruments, accessories, accessions, appliances, attachments, equipment or avionics (including, without limitation, radio, radar, navigation systems, or other electronic equipment) installed in, appurtenant to, or delivered with or in respect of the Airframe.

"APU" means that certain Garrett/Honeywell model GTCP 36-100E auxiliary power unit bearing manufacturer's serial no. P164/3800050-5-1, and any replacements thereof, and any and all Parts which are either incorporated or installed in or attached to such APU or required to be subject to the lien and security interest of this Mortgage in respect of such APU.

"Cape Town Convention" means, collectively, the Convention on International Interests in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment which were adopted on November 16, 2001 at a diplomatic conference held in Cape Town, South Africa.

"Engine" or "Engines" means those certain Lycoming ALF-502L-2C aircraft engines bearing manufacturer's serial nos. L-F03073S and L-F03075S, respectively, each of which has a take-off power of greater than 550 horsepower, and any replacements thereof, and any and all Parts which are either incorporated or installed in or attached to such Engine(s) or required to be subject to the lien and security interest of this Mortgage in respect of such Engine(s).

"Event of Loss" means any of the following events with respect to the Aircraft or the Engines:

- a. loss of the Aircraft or an Engine, or of the use thereof due to theft, disappearance, destruction, damage beyond repair or rendition of the Aircraft or an Engine, as the case may be, permanently unfit for normal use for any reason; or
- b. any damage to the Aircraft or an Engine which results in an insurance settlement with respect to the Aircraft or an Engine, as the case may be, on the basis of an actual, constructive or compromised total loss; or
- c. the condemnation, confiscation or seizure of, or requisition of title to or use of, the Aircraft or an Engine by private persons or governmental or purported governmental authority, and such event shall continue for at least 30 consecutive days or, in the case of a requisition for use by the United States government, 60 consecutive days; or

d. as a result of any rule, regulation, order, decree or other action by any governmental or regulatory authority in the United States or other governmental body having jurisdiction, the use of such property in the normal course of air transportation shall have been prohibited for a period of one year.

"Guarantees" means, collectively, those certain Guarantee Agreements of even date herewith from the Guarantors in favor of Mortgagee.

"Guarantors" means, collectively, Salomon E. Melgen, Flor Melgen, SFM Holdings Limited Partnership, a Georgia limited partnership, and the Grantor.

"International Registry" means the international registration facilities established for purposes of the Cape Town Convention.

"Loan Documents" means this Mortgage, the Agreement, the Note, the Guarantees, and any and all other documents issued or executed in connection with or related or incident to any of the foregoing.

"Mortgage" means this Aircraft Mortgage and Security Agreement, as the same may be amended, modified or supplemented from time to time.

"Mortgagee Expenses" means and includes (i) all costs or expenses which Borrower, Grantor and/or any or all of the Guarantors, as applicable, are required to pay or cause to be paid under this Mortgage, the Agreement or any of the other Loan Documents and which are paid or advanced by Mortgagee pursuant to the provisions of this Mortgage; (ii) all taxes and insurance premiums of every nature and kind which Borrower, Grantor and/or any or all of the Guarantors, as applicable, are required to pay or cause to be paid under this Mortgage, the Agreement or any of the other Loan Documents and which are paid or advanced by Mortgagee pursuant to the provisions of this Mortgage; (iii) all filing, recording, publication and search fees paid or incurred by Mortgagee in connection with the transactions contemplated by this Mortgage, the Agreement, and/or any of the other Loan Documents: (iv) all reasonable costs and expenses paid or incurred by Mortgagee (with or without suit) to correct any default or enforce any provision of this Mortgage, the Agreement, the Nate or any other Loan Document, or in gaining possession of, maintaining, handling, preserving, storing, refurbishing, appraising, selling, preparing for sale and/or advertising to sell the Collateral, whether or not a sale is consummated; (v) all reasonable costs and expenses of suit paid or incurred by Mortgagee in enforcing or defending this Mortgage, the Agreement, the Note or any other Loan Document, or any portion of any thereof and (vi) reasonable attorneys' fees and expenses paid or incurred by Mortgagee in advising, structuring, drafting, reviewing, amending, terminaring, enforcing, defending or concerning this Mortgage, the Agreement, the Note, or any of the other Loan Documents. or any portion of any thereof, whether or not suit is brought, and at trial and appellate levels, and including any action brought in any insolvency or bankruptcy proceedings.

"Parts" means, at any time, all appliances, parts, instruments, appurtenances, avionics, accessories, furnishings and other equipment of whatever nature (other than a

complete Engine or APU) that are at such time incorporated or installed in or attached to the Airframe, an Engine or the APU.

"Proceeds" means whatever is receivable or received when the Airframe or any Engine, APU or Part or other Collateral is sold, exchanged, collected, leased or otherwise disposed of, including, without limitation, all amounts payable or paid under insurance, requisition or other payments as the result of any loss or damage to such Airframe, Engine, APU or Part.

"Secured Obligations" means and includes any and all obligations of the Grantor under the Grantor Guaranty and/or this Mortgage, however created, evidenced or arising, whether direct or indirect, absolute or contingent, now due or to become due, or now existing or hereafter arising.

#### ARTICLE II

#### **GRANTING CLAUSE**

The Grantor hereby assigns, mortgages, transfers and confirms unto the Mortgagee, and hereby grants to the Mortgagee a first priority security interest and an International Interest (as such term is defined in the Cape Town Convention) in, all right, title and interest of the Grantor in and to the following property, whether now owned or hereafter acquired (herein collectively called the "Collateral"), as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations:

- (a) the Airframe, the Engines, the APU and all Parts thereof;
- (b) any and all maintenance and similar agreements pertaining to the Aircraft;
- (c) without limiting (a) or (b), all books and records, including without limitation computer programs, printouts and other materials and records pertaining to any of the foregoing and all usual and customary manuals, log books. Hight records, maintenance records and historical records pertaining to any of the foregoing:
- (d) all documents of title evidencing or issued with respect to any of the foregoing:
- (e) any lease, charter, sublease or other transfer or disposition of whatever kind or nature of the Aircraft, together with all renewals thereof, executed from time to time, and all payments received thereunder and all rights to enforce payments thereunder, including, without limitation, all payments of rent, all insurance proceeds and all other amounts due or to become due thereunder; and
- (f) to the extent not otherwise included above, all products and Proceeds of all or any of the foregoing, including without limitation, all insurance proceeds.

It is expressly agreed that anything herein contained to the contrary notwithstanding, the Grantor shall remain liable under any lease and any other agreement, document or instrument

included in the Collateral to perform all of the obligations expressly assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and the Mortgagee shall have no obligation or liability under any lease or any other agreement, document or instrument included in the Collateral by reason of or arising out of this Mortgage, nor shall the Mortgagee be required or obligated in any manner to perform or fulfill any obligations of the Grantor under or pursuant to any lease or any other agreement, document or instrument included in the Collateral except as herein expressly provided, to make any payment, or to make any inquiry as to the nature or sufficiency of any payment received by it, or present or file any claim, or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. Notwithstanding the foregoing, unless an event of default shall have occurred hereunder, the Grantor shall have a right to full use and enjoyment of the Aircraft and other Collateral and shall be entitled to exercise all its rights and remedies pursuant to the terms of any agreement or document included in the Collateral.

#### ARTICLE III

#### WARRANTIES, REPRESENTATIONS AND COVENANTS

To induce the Mortgagee to execute the Agreement, the Grantor makes the following agreements, warranties and representations:

SECTION 3.1. <u>Binding Obligation</u>. This Mortgage is the legally valid and binding obligation of the Grantor, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptey, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or limiting creditor's rights generally.

SECTION 3.2. <u>Insignia.</u> If requested by Mortgagee, the Grantor agrees to affix and maintain in the cockpit of the Airframe, adjacent to the airworthiness certificate therein, and on each Engine, a metal nameplate of at least 4" by 6" bearing the following inscription: "MORTGAGED TO NORTHERN TRUST, NA."

SECTION 3.3. <u>Inspection</u>. The Grantor will, and will cause any lessee to, permit the Mortgagee by its officers or agents to inspect the Aircraft and the Grantor's or the lessee's documents and records relating thereto, at such reasonable times as the Mortgagee may from time to time request. The Grantor shall maintain such records in accordance with the rules and regulations of the United States Federal Aviation Administration ("FAA").

SECTION 3.4. <u>Citizenship</u>, etc. The Grantor will at all times be a "Citizen of the United States," as defined in Section 40102(a)(15) of the Act.

SECTION 3.5. Further Assurances. The Grantor at its expense will promptly and duly execute and deliver such documents and assurances and take such action as may be necessary, or as the Mortgagee may from time to time reasonably request, in order to more effectively carry out the intent and purpose of this Mortgage and to establish, protect and perfect the rights, remedies, liens and security interests created or intended to be created in favor of the Mortgagee hereunder, including, without limitation, (i) the filing of this Mortgage with the FAA. (ii) the registration of International Interest created by this Mortgage with the International Registry, and (iii) the filing of Uniform Commercial Code financing and continuation statements with respect

to the security interests created hereby, in form and substance reasonably satisfactory to the Mortgagee, in such jurisdictions as the Mortgagee may reasonably request. The Grantor hereby expressly authorizes the Mortgagee to file any such Uniform Commercial Code financing statements without the signature of the Grantor to the extent permitted by applicable law, and the Grantor hereby expressly consents to the registration of the International Interest created by this Mortgage with the International Registry.

SECTION 3.6. Insurance. The Grantor will, at its own expense, keep the Aircraft at all times insured against risk of loss or damage by collision, lire, theft and such other casualties or such other insurance as Mortgagee may require; all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies or underwriters as are reasonably acceptable to Mortgagee, with losses to be first payable to Mortgagee, as its interest may appear. Such policy or policies, with premium receipts therefore, shall be delivered to Mortgagee and shall name Mortgagee as additional insured and as loss payee. Without limiting Article II hereof, the Grantor hereby assigns to Marigagee the proceeds of such insurance, directs the insurer to make payment of any losses directly to Mortgagee, and upon the occurrence and during the continuance of a default hercunder, hereby appoints Mortgagee, irrevocably, as attorney-in-fact to endorse any draft, check or other form of payment made by the insurer and, at the option of Mortgagee to be applied against any indebtedness liabilities, whether or not due, or to the restoration or repair of the Aircraft. All such policies of insurance shall include a breach of warranty endorsement in favor of Mongagee and shall provide for at least thirty (30) days prior written notice of cancellation to Mortgagee. The Aircraft will be operated at all times by a then currently certified pilot having the minimum total pilot hours, the licenses and the certificate required by such insurance.

#### SECTION 3.7 Event of Loss.

- If an Event of Loss shall occur with respect to the Airframe, the Grantor will forthwith notify the Mortgagee thereof in writing and will, not later than 90 days after the occurrence of such Event of Loss, prepay to Mortgagee the unpaid principal amount of the Loan then outstanding, together with interest on such principal amount accrued to the date of prepayment, as well as any other amounts owing by the Grantor under the Loan Documents or this Mortgage. Upon prepayment in full of such principal and interest and other amounts. Mortgagee will execute and deliver to the Grantor a release or releases, in recordable form, and in a form or forms sufficient to release of record all liens of this Mortgage on the Airframe and the Engines.
- 2. If an Event of Loss shall occur with respect to an Engine under circumstances in which there has not occurred an Event of Loss with respect to the Airframe, the Grantor will forthwith notify Mortgagec thereof in writing and will, not later than 90 days after the occurrence of such Event of Loss, mortgage hereunder an additional engine, which shall be manufactured by the same manufacturer and be of the same model as such Engine, and shall be owned by the Grantor free of all liens and shall, in the reasonable opinion of the Mortgagee, have a value and utility at least equal to (and be in as good operating condition as) such Engine immediately prior to such Event of Loss, assuming compliance by the Grantor with all of the terms of this Mortgage with respect to such Engine. Upon compliance with the terms of the preceding sentence within such 90 day period, Mortgagee will execute and deliver to the Grantor

a partial release, in recordable form, releasing the lien of this Mortgage to the extent that it covers the Engine with respect to which such Event of Loss occurred. Such additional engine shall thereupon constitute an "Engine" for all purposes hereof. The Grantor shall mortgage such replacement Engine hereunder as above provided by complying with the following within the 90 day period referred to above:

- (a) executing and delivering to Mortgagee, and duly registering under applicable United States law, state law, and FAA regulations, a supplement to this Mortgage properly describing the Engine and in form and substance satisfactory to the Mortgagee;
- (b) if requested by Mortgagee, causing to be delivered to the Mortgagee a favorable opinion of counsel for the Grantor as to the due registrations of such supplement to this Mortgage with the FAA and the International Registry and as to such other matters as Mortgagee may reasonably request;
- (c) delivering to the Mortgagee evidence satisfactory to Mortgagee as to the due compliance by the Grantor with the insurance provisions of Section 3.6 hereof with respect to such Engine; and
  - (d) installing such Engine onto the Airframe.

SECTION 3.8. Operation. Grantor will neither use the Aircraft, nor permit the Aircraft to be used, for any unlawful purpose or contrary to any statute, law, ordinance or regulation relating to the registration, use, operation or control of the Aircraft. Grantor will comply with, or cause to be complied with, at all times and in all respects, all statutes, laws, ordinances and regulations of the United States (including, without limitation, the FAA) and of all other governmental, regulatory, or judicial bodies applicable to the use, operation, maintenance, overhauling, or condition of the Aircraft, or any part thereof, and with all requirements under any licenses, permits, or certificates relating to the use or operation of the Aircraft which are issued to Grantor or to any other person having operational control of the Aircraft.

Without limiting the generality of the foregoing, Grantor agrees that at no time while any of the Secured Obligations are outstanding shall the Aircraft be operated in, located in, or relocated to, by Grantor or any other person or entity, any jurisdiction where such operation, location or relocation would invalidate (in whole or in part) the insurance policy(ies) covering the Aircraft as otherwise required herein. At no time shall the Aircraft be operated in or over any area which may expose Mortgagee to any penalty, fine, sanction or other liability, whether civil or criminal, under any applicable law, rule, treaty or convention, nor may the Aircraft be used in any manner which is or is declared to be illegal and which may thereby render the Aircraft liable to confiscation, seizure, detention or destruction.

SECTION 3.9. Maintenance. The Grantor will, at its sole expense, maintain and keep, or cause a permitted lessee to maintain and keep, the Aircrast in an airworthy condition and all components thereof and the equipment installed therein in good order and repair, particularly in accordance with, but not limited to, the maintenance requirements of the FAA and the manufacturers of the Aircrast and of any such component or equipment. The Grantor will, within a reasonable time, at its or its permitted lessee's sole expense, replace, or cause a

permitted lessee to replace, in or on the Aircraft and its components and equipment, any and all such parts, equipment, appliances, instruments or accessories which may be worn out, lost, destroyed, or otherwise rendered untit for use and beyond repair, so that each of such items shall be in good operating condition and shall have the value and utility at least equal to that of the property replaced. All inspections, repairs, modifications, maintenance and overhaul work to be accomplished by the Grantor or any permitted lessee shall be performed at the Grantor's or such permitted lessee's expense by personnel duly licensed to perform such work and shall be in accordance with the standards required by the FAA and other governmental regulations. The Grantor shall also comply, or cause such permitted lessee to comply, with all applicable FAA airworthiness directives and manufacturer's mandatory service bulletins.

Except as provided herein, the Grantor shall be allowed to make, and to permit any permitted lessee to make, alterations, modifications or improvements to the Aircraft without the prior written consent of Mortgagee, so long as such alterations, modifications or improvements do not adversely affect the value of the Aircraft.

SECTION 3.10. Aircraft. The Grantor is the absolute and sole owner of the Aircraft, there are no other security interests, liens or encumbrances on the Aircraft (including, without limitation, International Interests or Prospective International Interests, as such terms are defined in the Cape Town Convention), and when this Mortgage is recorded with the FAA and registered with the International Registry as provided by law Mortgagee shall have a perfected first priority security interest in the entirety of Grantor's interest in the Aircraft. The Grantor shall not sell, loan, assign, transfer, convey, lease, sublease, charter or alienate the Aircraft, or any interest therein, or any part thereof, without the prior written consent of Mortgagee (which consent shall not be unreasonably withheld or delayed), subject to Section 3.13 below. The Grantor will not suffer or permit any mortgage, lien, security interest, International Interest, Prospective International Interest, encumbrance or charge of any character upon or against the Aircraft without Mortgagee's prior written consent, except the Grantor's ownership interest in the Aircrast and the security interest granted herein to Mortgagee, and will undertake any and all actions which Mortgagee may reasonably request in order to preserve and protect its first priority security interest in the Aircraft, including, but not limited to, the payment of all taxes and fees which may be imposed upon or levied against the Aircraft, (including, without limitation, lien filing and lien search fees, use, documentary stamp and airport taxes, and licensing, recording and registration fees, except for taxes and fees being disputed by Grantor in good faith by appropriate proceedings and for which Grantor has posted a bond or equivalent undertaking acceptable to Mortgagee in the amount of such taxes or fees) and the furnishing of any and all documents and/or instruments requested by Mortgagec.

SECTION 3.11. <u>Registration</u>. The Aircrast shall at all times be registered with the FAA, and Grantor's international ownership interest and Mortgagee's international security interest in the Aircrast shall at all times be registered with the International Registry.

SECTION 3.12. <u>Information.</u> The Grantor shall furnish any information in respect of the Grantor, the Aircraft or its use that Mortgagee may reasonably request from time to time.

SECTION 3.13 <u>Possession</u>. Grantor will not, without the prior written consent of the Mortgagee, lease, charter or otherwise in any manner deliver, transfer or relinquish possession,

management or control of, or transfer any right, title or interest of the Grantor in, the Airframe, the APU or the Engines, or install any Engine or the APU, or permit any Engine or the APU to be installed, on any airframe other than the Airframe; provided that the Grantor may, without the prior written consent of the Mortgagee, deliver temporary possession and control of the Airframe, the APU or the Engines to the manufacturer thereof (or to a maintenance or repair facility authorized and approved by the FAA) for testing, service, maintenance, overhaul or repair or, to the extent permitted herein or in the Agreement, for modifications or additions: and provided further, that Grantor shall be permitted to lease the Aircraft to a lessee on a nonexclusive basis if (i) such lease is terminable upon ten (10) calendar days prior written notice by Grantor or by Mortgagee upon written notice to such lessee of the occurrence of a default hereunder, (ii) such lease is expressly subordinate to Mortgagee's rights in and to the Aircraft and its rights hereunder, (iii) such lease does not permit operations of the Aircraft in violation hereof or of any of the other Loan Documents, (iv) such lease does not affect the insurance coverage of the Mortgagee hereunder. (v) a copy of the lease is provided to Mortgagee, and (vi) such lease is collaterally assigned in favor of Mortgagee pursuant to an assignment of lease and related notice and acknowledgment of assignment of lease in form and substance reasonably acceptable to the Lender in all respects.

SECTION 3.14 Notice of Default. Grantor shall promptly give Mortgagee notice of any Event of Default or Unmatured Event of Default.

#### ARTICLE IV

#### OTHER AGREEMENTS

SECTION 4.1. Mortgagee Right to Perform Obligations of the Grantor. In the event the Grantor fails to repair, maintain and preserve the Aircraft; to discharge all taxes, liens, security interests, International Interests, Prospective International Interests, encumbrances or charges at any time imposed upon or levied against the Aircraft (except for taxes, liens or other charges being disputed by Grantor in good faith by appropriate proceedings and for which Grantor has posted a bond or equivalent undertaking acceptable to Mortgagee in the amount of such tax, lien or other charge, and except for the security interest and International Interest created by this Mortgage and Grantor's International Interest in the Aircraft); to procure, maintain and pay for insurance on the Aircraft; or to comply with any other term, covenant, representation, warranty, obligation or agreement provided herein or in any of the other Loan Documents, then, in any such case(s) Mortgagee, at its option, may (but shall not be obliged to) do so, and all such advances by Mortgagee shall be payable by the Grantor to Mortgagee upon demand together with interest thereon at a rate equal to the Default Rate.

SECTION 4.2. <u>Indemnification</u>. The Grantor shall at all times indemnify and save harmless Mortgagee from and against any and all liabilities, claims and/or demands (including without limitation attorneys' fees and legal costs and expenses) arising from the use, purchase, sale, ownership, possession and/or operation of the Aircraft, including pursuant to the doctrine of strict liability and including any taxes which may be imposed in connection with the sale and/or use of the Aircraft, in connection with this Mortgage, the Note, the Agreement, any of the other Loan Documents, or Mortgagee's rights herein including all claims, costs, expenses, damages.

and liabilities (including personal injury, death or property damage claims) or in any manner occasioned by the operation or use of the Aircraft during the term of this Mortgage.

#### ARTICLE V

#### DEFAULT AND REMEDIES

SECTION 5.1. <u>Default</u>. The occurrence of an Event of Default under the Agreement or under any of the other Loan Documents shall constitute a "default" hereunder.

SECTION 5.2. <u>Remedies</u>. In the event of a default hereunder, Mortgagee may, without notice of any kind to the Grantor, except as otherwise provided herein and to the extent permitted by law, carry out or enforce the actions or remedies provided in this Article V or elsewhere in this Mortgage or in any of the other Loan Documents, or otherwise available under the Cape Town Convention and/or to a secured party under the Uniform Commercial Code as in effect at the time in any applicable jurisdiction.

SECTION 5.3. Possession of Aircraft. In the event of a default hereunder, Mortgagee may, without notice, take possession of all or any part of the Aircraft and may exclude the Grantor, and all persons claiming under the Grantor, wholly or partly therefrom. At the request of Mortgagee, upon the occurrence of a default hereunder and for so long as such default shall be continuing, the Grantor shall promptly deliver the Aircraft or cause the Aircraft to be delivered to Mortgagee or to whomsoever Mortgagee shall designate, at such time or times and place or places as Mortgagee may specify, and fly the Aircraft or cause the Aircraft to be flown to such airport or airports in the United States as Mortgagee may specify, without risk or expense to Mortgagee. If the Grantor shall for any reason fail to deliver the Aircraft or any part thereof after demand by Mortgagee pursuant to this subsection, Mortgagee may, without being responsible for loss or damage, except to the extent caused by the gross negligence or willful misconduct of Mortgagee, to the fullest extent provided by law (including, without limitation, as provided in the Cape Town Convention), pursue all or any part of the Aircraft wherever they may be found and enter any of the premises of the Grantor where the Aircraft may be and search for the Aircraft and take possession of and remove the same.' The Grantor agrees to pay to Mortgagee, upon demand, all expenses incurred in taking any such action, including reasonable attorneys' fees and costs, and all such expenses shall, until paid, be secured by the lien and security interest of this Mortgage. Upon every such taking of possession, Mortgagee may, from time to time, make all such expenditures for maintenance, insurance, repairs and replacements to and of the Aircraft that are reasonably necessary for the safe operation of the Aircraft or that are commercially reasonable in order to effectuate the sale of the Aircraft to a third party, and such expenditures shall also be secured by the lien and security interest of this Mortgage.

SECTION 5.4. Receiver. In the event of a default hereunder, the Mortgagee shall be entifled, as a matter of right as against the Grantor, without notice or demand and without regard to the adequacy of the security for the Secured Obligations by virtue of this Mortgage or any other collateral or to the solvency of the Grantor, upon the commencement of judicial proceedings by it to enforce any right under this Mortgage, to the appointment of a receiver of all or any part of the Collateral.

#### SECTION 5.5. Sale and Suits for Enforcement.

- (a) In the event of a default hereunder, Mortgagee, with or without taking possession of the Aircraft, may:
  - (i) to the extent and in the manner permitted by law, sell at one or more sales, as an entirety or in separate lots or parcels, all or any part of the Aircraft, at public or private sale, at such place or places and at such time or times and upon such terms, including terms of credit (which may include the retention of title by Mortgagee to the property so sold), as Mortgagee may determine, whether or not the Aircraft shall be at the place of sale. Grantor hereby expressly agrees that notification by Mortgagee at least ten (10) days prior to such sale notifying Grantor of Mortgagee's intent to sell the Aircraft at a public or private sale shall be deemed a commercially reasonable notice; and
  - (ii) proceed to protect and enforce its rights under this Mortgage by suit, whether for specific performance of any covenant herein contained or in aid of the exercise of any power herein granted or for the foreclosure of this Mortgage and the sale of the Collateral under the judgment or decree of a court of competent jurisdiction or for the enforcement of any other right.
- (b) At any public sale of an Aircraft or any part thereof by Mortgagee pursuant to paragraph (a)(i) above, Mortgagee may consider and accept bids requiring the extension of credit to the bidder and may determine the highest bidder at such sale, whether or not the bid of such bidder shall be solely for each or shall require the extension of credit.
- (c) Mortgagee, to the extent permitted by law, may from time to time adjourn any sale under paragraph (a)(i) above by announcement at the time and place appointed for such sale or for any adjournment thereof; and without further notice or publication, except as may be required by law, such sale be made at the time and place to which the same shall have been so adjourned.
- (d) Upon the completion of any sale under paragraph (a) (i) above, Grantor's interest in and to the Aircraft shall be deemed to have been foreclosed, and full title and right of possession to the Aircraft so sold shall (subject to any retention of title by Mortgagee as part of the terms of such sale) pass to the accepted purchaser forthwith upon the completion of such sale. Mortgagee is hereby irrevocably appointed the true and lawful attorney of the Grantor, in its name and stead, to make all necessary conveyances, registrations and/or discharges of any Aircraft so sold (including, without limitation, any conveyances, registrations and/or discharges with the International Registry). Nevertheless, if so requested by Mortgagee or by any purchaser, the Grantor shall confirm any such sale or conveyance by executing and delivering all proper instruments of conveyance or releases as may be designated in any such request.
- SECTION 5.6. Waiver of Appraisement, etc. The Grantor agrees, to the fullest extent that it lawfully may, that it will not (and hereby irrevocably waives its right to) at any time plead, or claim the benefit or advantage of, any appraisement, valuation, stay, extension, moratorium or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Mortgage or the absolute sale of the Aircraft.

SECTION 5.7. Remedies Cumulative. No remedy herein conferred upon the Mortgagee is intended to be exclusive of any other remedy, but every such remedy shall be cumulative and shall be in addition to every other remedy herein conferred or now or hereafter existing in law (including, without limitation, the rights granted to Mortgagee under the Cape Town Convention) and/or in equity.

SECTION 5.8. <u>Application of Proceeds</u>. In the event of a default hereunder, the proceeds of any sale, lease or other disposition of all or any part of the Collateral pursuant to this Mortgage and all other sums realized or held by Mortgagee under this Mortgage or any proceedings hereunder shall be applied against the Secured Obligations as Mortgagee may determine.

SECTION 5.9. <u>Delay or Omission</u>. No delay or omission of the Mortgagee to exercise any right or remedy arising upon the happening of a default shall impair any right or remedy or shall be construed to be a waiver of default or an acquiescence therein; and every right and remedy given to the Mortgagee by this Article V or by applicable law may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

#### ARTICLE VI

#### CAPE TOWN CONVENTION

SECTION 6.1 Registration of Aircraft and of Security Interest. So long as any of the Obligations remain outstanding, Grantor shall, at its sole cost and expense, (i) register and maintain valid registration of the Aircraft in the name of Grantor as owner of the Aircraft with the FAA, and register and maintain valid registration of Grantor's international ownership interest of the Aircraft with the International Registry, (ii) perform such acts and execute and deliver any and all such other instruments as may reasonably be required by Mortgagee to establish and maintain a first priority security interest in the Aircraft, and (iii) from time to time take all other steps as may be reasonably necessary or desirable under the Cape Town Convention, applicable law or pursuant to industry practice or as Mortgagee may request from time to time (including, without limitation, amending this Mortgage and/or any of the other Loan Documents) in order to protect, preserve, maintain and perfect Mortgagee's first priority security interest in the Aircraft and the Mortgagee's rights and remedies under this Mortgage and/or the other Loan Documents.

SECTION 6.2 Registration with the International Registry. Without limiting the foregoing, upon the request of Mortgagee, Grantor shall, at its own expense, do and perform such other and further acts and execute and deliver any and all such other instruments as may be requested by Mortgagee and which are necessary and desirable in order to (i) consent to the registration by Mortgagee with the International Registry of the International Interest granted by this Mortgage, and/or (ii) register Grantor's ownership interest in the Aircraft and the Engines with the International Registry.

#### ARTICLE VII

#### MISCELLANEOUS PROVISIONS

SECTION 7.1. Waivers, Amendments. None of the terms and provisions of this Mortgage may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto in accordance with the Agreement.

SECTION 7.2. <u>Notices</u>. All notices or other communications hereunder shall be given in the manner and to the addresses determined under the Agreement.

SECTION 7.3. Continuing Lien and Security Interest Transfer. This Mortgage shall create a continuing lien and security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Secured Obligations and the termination of Grantor's obligations to Mortgagee, at which time the lien and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the Grantor, (ii) be binding upon the Grantor, its successors and assigns, and (iii) inure, together with the rights and remedies of the Mortgagee hereunder, to the benefit of the Mortgagee, and its respective successors, transferce and assigns.

SECTION 7.4. GOVERNING LAW: TERMS. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA, EXCEPT TO THE EXTENT THAT THE LAW OF ANOTHER JURISDICTION MAY BE MANDATORILY APPLICABLE TO PROCEEDINGS TAKEN FOR THE ENFORCEMENT OF THE RIGHTS AND REMEDIES OF THE MORTGAGEE HEREUNDER, <u>PROVIDED</u> THAT ANY SUCH RIGHTS OR REMEDIES WHICH SHALL BE VALID UNDER THE LAWS OF SUCH OTHER JURISDICTION SHALL NOT BE AFFECTED BY ANY INVALIDITY THEREOF UNDER THE LAWS OF THE STATE OF FLORIDA.

SECTION 7.5. Severability. The invalidity of any one or more of the provisions of this Mortgage shall not affect the remaining provisions of this Mortgage. If one or more of the provisions of this Mortgage should be held by any court of law to be invalid, or should operate to render this Mortgage invalid or to impair the lien and security interest of this Mortgage on all or the major portion of the property intended to be mortgaged hereunder, this Mortgage shall be construed as if such provisions had not been contained therein.

SECTION 7.6. Waiver of Rights, Etc. THE GRANTOR HEREBY IRREVOCABLY AGREES THAT, SUBJECT TO MORTGAGGE'S SOLE AND ABSOLUTE ELECTION, ALL SUITS, ACTIONS OR OTHER PROCEEDINGS WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THIS MORTGAGE OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION HEREWITH SHALL BE SUBJECT TO LITIGATION IN COURTS HAVING SITUS WITHIN OR JURISDICTION OVER PALM BEACH COUNTY, FLORIDA. THE GRANTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OVER SUCH COUNTIES, AND HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY MORTGAGEE IN ACCORDANCE WITH THIS PARAGRAPH, OR TO CLAIM THAT ANY SUCH PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

SECTION 7.7 WAIVER OF JURY TRIAL GRANTOR AND MORTGAGEE HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR TO ANY LOAN DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THE SUBJECT LOAN TRANSACTION.

(Signature Page To Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be duly executed and delivered as of the day and year first above written.

By: Name: Salomon Melgen Title: Manager  MORTGAGEE: NORTHERN TRUST, NA	GRANTOR:	
Name: Salomon Melgen Title: Manager  MORTGAGEE: NORTHERN TRUST, NA	DRM MED ASSIST, LLC	
Title: Manager  MORTGAGEE:  NORTHERN TRUST, NA	By:	
MORTGAGEE: NORTHERN TRUST, NA	Name: Salomon Melgen	
NORTHERN TRUST, NA	Title: Manager	
·	MORTGAGEE:	
·	NORTHERN TRUST, NA	
2.3 7 ·	Ву:	
Name:		
Title:	Title:	

IN WITNESS WHEREOF, the parties hereto have caused this Mortgage to be duly executed and delivered as of the day and year first above written.

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DRM MED ASSIST, LLC

By: Name: Salomon Melgen

Title: Manager

MORTGAGEE:

NORTHERN TRUST, NA

Name:(

Title



Federal Aviation Administration

Flight Standards Service Aircraft Registration Branch, AFS-750 P.O. Box 25504 Oklahoma City, Oklahoma 73125-0504 (405) 854-4206 TOIl Free: 1-866-704-4716 WEB Address: http://registry.faa.gov

Date of Issue: July 17, 2009

DRM MED ASSIST LLC 2521 METROCENTRE BLVD WEST PALM BEACH, FL 33407-3106 hillindhulullandallandlltandalahdadada

## HAND DELIVERED TO IATS IN THE PD ROOM

T093550 This facsimile must be carried in the Aircraft as a Temporary Certificate of Registration for

N900LG CANADAIR LTD CL-600 CHALLENGER Serial 1036 and is valid until Aug 16, 2009.

This is not an airworthiness certificate. For airworthiness information, contact the nearest Federal Aviation Administration Flight Standards District Office.

Danamanny

Walter Binkley Manager, FAA Aircraft Registry, AFS-750 Federal Aviation Administration



### DECLARATION OF INTERNATIONAL OPERATIONS

DRM Med Assist, LLC, a Florida limited liability company, as the owner of a Canadair Ltd. model CL-600 Challenger aircraft with manufacturer's serial number 1036 and United States nationality and registration marks N900LG, hereby declares that this aircraft will make an international flight on July 17, 2009, departing La Isabella Int'l Airport (MDJB) with a destination of Santo Domingo, Dominican Republic.

Expedited registration is requested in support of the scheduled international operation of this aircraft with knowledge that:

Whoever, in any matter within the jurisdiction of the executive branch of the Government of the United States, knowingly and willfully makes or uses any false writing or document knowing the same to contain any material false, fictitious or fraudulent statement of representation shall be fined under title 18 United States Code or imprisoned not more than 5 years, or both. 18 U.S.C. §1001(a).

Name of Company or Partnership

DRM Med Assist, LLC

Typed name of signer:

Salomon Melgen

Telephone number of signer:

(561) 687<del>-0007</del>

Signature:

Manager

Date:

Title:

July \ (2009





-	Charles Feb. 2120 Come
UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION	
FEDERAL ANARISM ADMINISTRATION NITH ECONOMIC ADMINISTRAL CONTEN	CERT, ISSUE DATE
AIRCRAFT REGISTRATION APPLICATION UNITED STATES &	LEMI. ISSUE DATE
REGISTRATION NUMBER TO 900LG	
AIRCRAFT MANUFACTURER & MODEL	
CANADAIR LTD CL-600 CHALLENGER	
AIRORAFT SERIAL No. 1036	FOR FAA USE ONLY
TYPE OF REGISTRATION (Check one box)	Control of the Contro
1. Individual 2. Partnership 2 3. Corporation 4. Co-owner	FOR FAA USE ONLY  5. Gov't.   8. Non-Chizen Corporation
NAME OF APPLICANT (Person(s) shown on evidence of ownership. If individual, give tas	name, first name, and middle Initial.)
DRM MED ASSIST, LLC	
TELEPHONE NUMBER. (561) 687-0007  ADDRESS (Permanent mailing address for first applicant listed) (if P.O. BOX is used, physical listed).	icel address must also be shown )
Number and street: 2521 Metrocentre Blvd.	Anton of the process of the Control
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AC Form 8050-1 (5/03) (0052-00-629-9007)

FORM APPROVED OMB NO. 2120-0042

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FORM APPROVED OMB NO. 2120-0042

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UNITED STATES OF AMERICA U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION							
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5	Fort Lauderdale, Florida 33309						
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** described as CANADAIR CHALLENGER 600 on the International Registry drop down menu.							
ORIGINAL: TO FAA							
AC Form 8050-2 (9/92) (NSN 0052-00-529-0003) Supersedes Previous Edition							

## DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION THIS FORM SERVES TWO PURPOSES: PART I acknowledges the recording of a security conveyance covering the collateral shown. PART II is a suggested form of release which may be used to release the collateral from the terms of the conveyance. PART I - CONVEYANCE RECORDATION NOTICE NAME (last name first) OF DEBTOR BRAMBLEBUSH, LLC NAME and ADDRESS OF SECURED PARTY/ASSIGNEE MERRILL LYNCH CAPITAL, A DIVISION OF MERRILL LYNCH BUSINESS FINANCIAL SERVICES, INC. NAME OF SECURED PARTY'S ASSIGNOR (if assigned) AIRCRAFT MFR. (BUILDER) und MODEL AIRCRAFT SERIAL **FAA REGISTRATION** CANADAIR LTD. CL-600 CHALLENGER NUMBER NUMBER 1036 N900LG ENGINE SERIAL NUMBER (S) ENGINE MFR. And MODEL LF03073, LF03075 AVCO LYCOMING ALF-502L-2C PROPELLER SERIAL NUMBER (S) PROPELLER MFR. And MODEL THE SECURITY AGREEMENT DATED \_4-15-05\_ COVERING THE ABOVE COLLATERAL WAS RECORDED BY THE FAA AIRCRAFT REGISTRY ON \_5-26-05\_ AS CONVEYANCE NO. \_DD025500. FAA CONVEYANCE EXAMINER PART II - RELEASE - (This suggested release form may be executed by the secured party and returned to the FAA Aircraft Registry when the terms of the conveyance have been satisfied. See below for additional information) THE UNDERSIGNED HEREBY CERTIFIES AND ACKNOWLEDGES THAT HE IS THE TRUE AND LAWFUL HOLDER OF THE NOTE OR OTHER EVIDENCE OF INDEBTEDNESS SECURED BY THE CONVEYANCE REFERRED TO HEREIN ON THE ABOVE-DESCRIBED COLLATERAL AND THAT THE SAME COLLATERAL IS HEREBY RELEASED FROM THE TERMS OF THE CONVEYANCE. ANY TITLE RETAINED IN THE COLLATERAL BY THE CONVEYANCE IS HEREBY SOLD, GRANTED, TRANSFERRED, AND ASSIGNED TO THE PARTY WHO EXECUTED THE CONVEYANCE, OR TO THE ASSIGNEE OF SAID PARTY IF THE CONVEYANCE SHALL HAVE BEEN ASSIGNED: PROVIDED, THAT NO EXPRESS WARRANTY IS GIVEN NOR IMPLIED BY REASON OF EXECUTION OR DELIVERY OF THIS RELEASE.

July 16 1, 2009 DATE OF RELEASE:

Merrill Lynch Capital, a difision of Mefrill Linch Business Financial Services. Inc. MELOF SECURITY HOLDER)

SIGNATURE (in ink)

TITLE:
A PERSON SIGNING FOR A CORPORATION MUST BE A CORPORATE OFFICER OR HOLD A MANAGERIAL POSITION AND MUST SHOW HIS TITLE. A PERSON SIGNING FOR ANOTHER SHOULD SEE PARTS 47 AND 49 OF THE FEDERAL AVIATION REGULATIONS (14 CFR)

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**AVIATION REGULATIONS (14 CFR)** 

### - The Daily Caller - http://dailycaller.com -



# Women: Sen. Bob Menendez paid us for sex in the Dominican Republic

Posted By Matthew Boyle On 1:46 AM 11/01/2012 @ 1:46 AM In DC Exclusives, DC Exclusives - Original Reporting, DC Exclusives - Video, Elections, Featured, Politics, World | No Comments

Two women from the Dominican Republic told The Daily Caller that Democratic New Jersey Sen. Bob Menendez paid them for sex earlier this year.

In interviews, the two women said they met Menendez around Easter at Casa de Campo, an expensive 7,000-acre resort in the Dominican Republic. They claimed Menendez agreed to pay them \$500 for sex acts, but in the end they each received only \$100.

The women spoke through a translator in the company of their attorney, Melanio Figueroa. Both asked that their identities remain obscured for fear of reprisals in the Dominican Republic.

When shown a photograph of Sen. Menendez, the women said they recognized him as the man with whom they'd had sexual relations at Casa de Campo this spring. Both said they were brought to the resort with the understanding they would be paid for sex.

Neither knew the identity of the man at the time. Both claimed to recognize him later as Sen. Menendez.

"He called him[self] 'Bob," said one.

One woman said Menendez wooed her with compliments like "beautiful" before they slept together. The other woman recounted, with apparent bitterness, receiving from an intermediary only \$100 of the \$500 she had been promised.

"He lies," she said of Menendez. "He says one thing and does another."

According to the translator's summary, Menendez "was nice at first, but then later he did not seem to care about her."

Menendez, who is 58 and divorced, has represented New Jersey in the U.S. Senate as a Democrat since being appointed to fill a vacancy in 2005. He is up for re-election on Nov. 6.

Asked about the allegations, Menendez spokeswoman Tricia Enright refused to answer any questions on the subject. "We're not going to respond to a completely false accusation," she wrote by email.

It is known that Sen. Menendez has been a regular visitor to the Dominican Republic. On at least one occasion, according to a news account, Menendez has been a guest at the Casa de Campo home of a friend and campaign donor named Salomon Melgen, an ophthalmologist and owner of an eye clinic in Florida.

Melgen has donated \$14,700 to Menendez's campaigns since 1993, with the bulk of it coming since he became a U.S. Senator, according to Federal Election Commission data collected by the Center for Responsive Politics.

Melgen also appears to have lent Menendez the use of his plane on several occasions.

Menendez's 2012 public schedule shows no events listed for Easter or the following three days. Aircraft records obtained by TheDC show that Melgen's plane left Florida the morning of Easter Sunday this year, stopped at the Teterboro private airport near Menendez's home in New Jersey, and flew on to the Dominican Republic.

Two days later it returned to the United States from a private airport near Casa de Campo.

Charles C. Johnson contributed reporting.

Follow Matthew on Twitter

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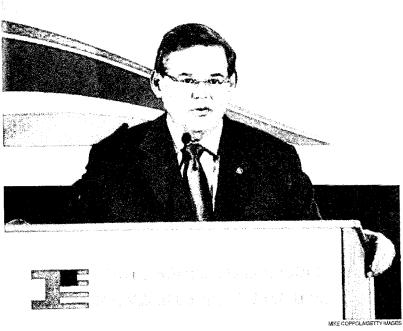
DAILY NEWS

#### **Politics**

## New Jersey Sen. Bob Menendez accused of paying two women for sex in Dominican Republic

The women told the conservative website the Daily Caller they were only paid \$100 each instead of \$500. They offered no proof, and an aide to the Senator dismissed the claim. Menendez is divorced and prostitution is legal in the D.R.

BY JOSEPH STRAW / NEW YORK DAILY NEWS PUBLISHED: THURSDAY, NOVEMBER 1, 2012, 11:04 PM UPDATED. THURSDAY, NOVEMBER 1, 2012, 11:04 PM



New Jersey Sen. Bob Menendez in June.

WASHINGTON - Two women claim they were paid for sex by New Jersey Sen. Bob Menendez when he visited the Dominican Republic earlier this year.

The unnamed women told a conservative website, the Daily Caller, that Menandez promised each of them \$500 but paid each of them just \$100. They offered no proof for the charge.

Menendez, a Democrat, is divorced and prostitution is legal in the Dominican Republic.

But the senator made headlines earlier this year when he called for the firing of two Secret Service agents who hired Colombian hookers and then did not make good on their bill. The agents were in Latin America to provide security for a trip by President Obama.

The website posted images of the accusers, who said they fear retribution at home, with their faces obscured. They spoke in the presence of their Dominican lawyer, according to the report. Speaking through a translator, the pair said they recognized Menendez from a photo.

A Menendez aide dismissed the allegation, saying, "We're not going to respond to a completely false accusation."

Menendez is running for reelection this year; polls show he has a nearly 20-point lead over Republican challenger Joe Kyrillos.

jstraw@nydailynews.com

## From NYDailyNews.com

Shockingly thin Sarah Patin writing fitness book Samuel L. Jackson tells voters to 'wake the f-- up' Mitt storm: Some in GOP join Dems in hitting Romney Gillibrand criticizes Silver during Senate debate State pays \$5.1M in taxpayer cash to settle sex harass claims

#### From Around the Web

U.S. Sailors Insulted By Obama's 'Horse and Bayonets' Crack (National Review)

No Debate Climate Change Exists, Sachs Says (Bloomberg)

Ryan Seacrest considers Joel McHale's Offer (Random Acts Of Fusion)

Why Barack Obama Will Win the Election Easily (The Fiscal Times)

Why is U.S. Risking a Trade War With Mexico Over Tomatoes? (Politico)

21

Imprimir sin votágenes

#### PROTAGONISTA

## Una cena en honor al senador Bob Menéndez

ES LA ÚNICA REPRESENTACIÓN HISPANA EN EL SENADO DE ESTADOS UNIDOS

Amelia Racheli Reyes amelia.reyes@listindiano.com

En un ambiente de cordialidad y camaraderia, se realizó un coetel en apoy o a la candidatura del semador Roberto "Bob" Menénde", como presidente al Democratie Senatorial Campaign Committe (DSCC), de los E-tados Unidos.

La actividad, que tuvo como escenario la residencia del doctor Salomón Melgen, en Casa de Campo, La Romana, tiene como objetivo principal manifestar una muestru de solidaridad a la campaña de flob Menéndez como presidente de la Cámara del Senado.

"Para mi, el señor Menéndez, no sólo es el líder de los hispanoamericanos en los Estados Unidos, sino el líder de los hispanos en las Américas",

manifestó Melgen al pronunciar las palabras centrales del acto.



Miguel Franjul, Roberto Menéndez, Salomó Melgen y Vinicio Castillo Semán



De su parte, Menéndez, en en el deserrollo de su discurso, agradeció a sus colaboradores por el apoyo ofrecido a su candidatura y habló acerca de su compromiso con la comunidad hispana en los Estados Unidos. "Estamos tratando de prestarle más atención a Latinoamérica y el Caribe", agrego.

Al encuentro asistieron personalidades del ámbito político y diplomático nacional e internacional.

#### BIOGRAFÍA DEL SENADOR ROBERTO MENÉNDEZ

Roberto Menéndez nació en la ciudad de Nueva York, hijo de padres de origen cubano.

Menéndez inicia su vida pública al ser electo alcalde de Unión City en 1986, ejerciendo el cargo hasta 2002

Estuvo en la Asamblea General de Nueva Jersey desde 1987 hasta 1991 y en el Senado de Nueva Jersey desde 1991 hasta 1993.

Llegó al Senado en sustitución de Jon Corvine que dejo su escaño para ocupar la gobernatura del Estado de Nueva Jersey en el 2005.

Print without images

STAR

## A dinner in honor of Senator Bob Menendez

IS THE ONLY Hispanic representation in U.S. Senate

Rachall Amelia Reyas amelia reves in list octorio com La Romana

In an atmosphere of cerdiality and friendship, a cocktail was held in support of the candidacy of Senator Robert "Bob" Menendez, the Democratic Senate as President Campaign Committee (DSCC), of the United States

The event, which took place at the residence of Dr. Solomon Melgen in Casa de Campo, La Romana, principal aims manifest a show of solidarity to the campaign of Bob Menendez aspresident of the Senate.

"For me, Mr. Menendez, is not only the leader of Hispanic Americans in the United States, but the leader of Hispanics in the Americas," he said at the world Melgen central act.



Miguel Franjul , Robert Menendez, Selemon Meigan and Viniclo Castillo



For his part, Menendez, in the development of his speech, thanked his colleagues for their support for his condidacy and spoke about his commitment to the Hispanic community in the United States, "We're trying to pay more attention to Latin America and the Carabbean," he added.

The meeting was attended by personalities from the political and national and international diplomat

#### BIOGRAPHY OF SENATOR ROBERT MENENDEZ

Robert Menendez was born in the city of New York, the son of Caban-burn parents.

Menesidez began his public life when he was elected mayor of Union City in 1986, held the post until 1992.

He was in the New Jersey General Assembly from 1987 to 1991 and in the New Jersey Senate from 1991 to 1993.

He came to the Senate to replace Jon Corzine who left his seal to occupy the governorship of the State of New Jersey in 2005.



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Destination Name	Sugar Land Rgnl	Boca Raton	Boca Raton	Boca Raton	Paim Beach Inti	ta sabela inti	ta kabala tot"	Paim Beach inti	La Romana Int'l	Palm Beach Inti	Westchester County	Pains Beach Intil	San Antonio Inti	William P Hobby	Palm Beach mil	La Komana Int'i Palm Beach Inti	Corruse Christi Inti	San Antonio Inti	Corpus Christi lati	Palm Beach Inti	La isabela int'i	Palm Beach Intl	La tsabela int'i	La Romana Int'i	Pain Beach inti	leterboro	Texterform	Palm Beach Inti	ta tabela Int'i	Palm Beach Intl	La isabela int'i	Paim Beach Inti	La Isabela Int'	Faim Beach inti	Palm Reach Inti	Paim Seach Inti	La isabela int'i	Luis Munoz Marin Inti	Fernando Ribas Dominicoi (Isl San Juan	Palm Beach Inti	Palm Beach inti	ta Isabela Int'i	Falm Beach Intl	Teterboro	Palm Beach Inti	La Isabela Int'i	Pain Beach int	mark transferred to the	ram beach asu ta kabala inti	Palm Reach (nt)	La Isabela Int'i	La Isabela Int'i	Luis Munoz Marin Inti	La Isabela Inc'i
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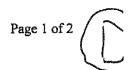
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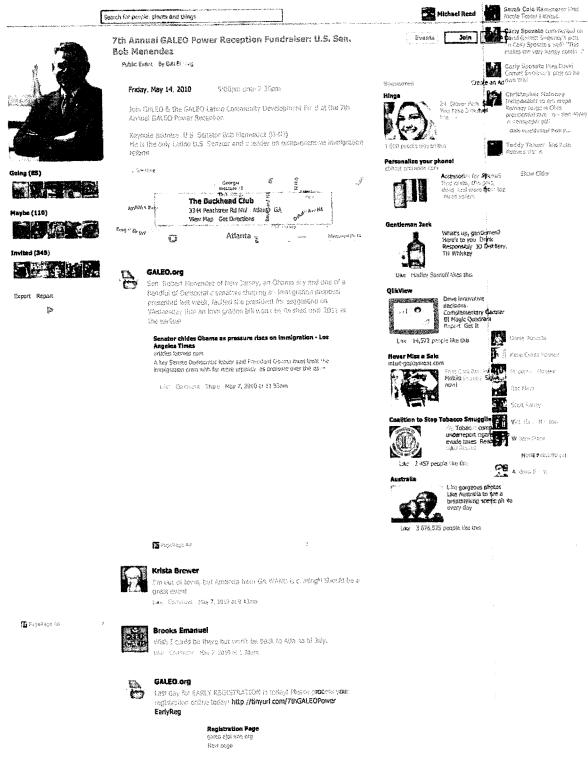
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## 7th Annual GALEO Power Reception Fundraiser: U.S. Sen. Bob Menendez





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Contribution type:

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A	Money to Super PAC/Outside Group	+
1	Money to Parties	-
	Soft Money to Parties	j

1 2Next				
Contributor	Occupation	Date	Amount	Recipient
SANTIAGO, LOURDES SANTA	ALLIED GROUP/PSM EHS CONSULTANT	10/23/10	\$250	Democratic Senatorial Campaign Cmte (D)
ANASCO,PR 00610 LAUSELL, MIGUEL D SAN JUAN,PR 00919	SELF-EMPLOYED/ATTORNEY	10/21/10	<b>\$</b> 750	Democratic Senatorial Campaign Cmte (D)
VELEZ, RAFAEL A SAN JUAN,PR 00918	GOLDMAN ANTONETTI & CORDOVA, PSC/SH	9/30/10		Democratic Senatorial Campaign Crite (D)
FERNANDEZ, JOSE SAN JUAN, PR 00927	OMEGA INVESTMENTS/CEO	9/23/10	\$15,200	Democratic Senatorial Campaign Cmte (D)
GINER, GEORGIE SAN JUAN,PR 00907	N/A/NOT EMPLOYED	9/14/10	\$250	Democratic Senatorial Campaign Cmte (D)
LAUSELL, MIGUEL D SAN JUAN PR 00919	SELF-EMPLOYED/ATTORNEY	9/10/10	\$200	Democratic Senatorial Campaign Cmte (D)
GOMEZ, EDUARDO ARECIBO,PR 00613	SELF-EMPLOYED/PHYSICIAN	6/30/10	\$10,000	Democratic Senatorial Campaign Cmte (D)
ARRIGOITIA, DELMA SAN JUAN,PR 00911		6/29/10	\$210	Democratic Senatorial Campaign Cmte (D)
VELEZ, HAFAEL A SAN JUAN,PR 00918	GOLDMAN ANTONETTI & CORDOVA. PSC/SH	6/18/10	\$15,000	Democratic Senatorial Campaign Cmte (D)
CABRAL, MIGUEL SAN JUAN,PR 00917	AMERICAN PARKING SYSTEMS/PRESIDENT	5/31/10	\$5,000	Democratic Senatorial Campaign Cmte (D)

Contributor	Occupation	Date	Amount	Recipient
For the commence of the commen	SELF-EMPLOYED/PHYSICIAN	5/31/10		Democratic Senatorial
JOSE		The second second		Campaign Cmte (D)
GUAYNABO,PR 00969 VARGAS-RODRIGUEZ,	SELF-EMPLOYED/PHYSICIAN	5/24/10	\$-2,000	Democratic Senatorial
JOSE			1	Campaign Cmte (D)
GUAYNABO,PR 00969	OF F THE OVER STATEMEN	5/21/10	\$-2,000	Democratic Senatorial
PEREIRO, ANTONIO F SAN JUAN, PR 00920	SELF-EMPLOYED/ATTORNEY	0/2.1110	⊕- <u>2,000</u>	Campaign Crite (D)
CABRAL, JULIO C SAN JUAN,PR 00940	EDITORIAL PANAMERICANA/BUSINESS OWN	5/17/10	\$10,000	Democratic Senatorial Campaign Crnte (D)
COLON, GEORGIANA S SAN JUAN,PR 00911	SELF-EMPLOYED/ATTORNEY	5/17/10	\$5,000	Democratic Senatorial Campaign Cmte (D)
ESCUDERO, MARIA E GUAYNABO, PR 00968	N/A/STUDENT	5/17/10	\$1,000	Democratic Senatorial Campaign Cmte (D)
HERMIDA, GUSTAVO A SAN JUAN,PR 00926	CIC CONSTRUCTION GROUP, SE/PRESIDEN	5/17/10	\$5,000	Democratic Senatorial Campaign Cmte (D)
MACHADO-GONZALEZ, RICHARD BAYAMON,PR 00959	HOSPITAL HERMENOS MELENDEZ/PRESIDEN	5/17/10	\$30,000	Democratic Senatorial Campaign Cmte (D)
OLIVERA, FRANCISCO J GUAYNABO,PR 00969	ADVANCED INFUSION SERVICES/PRESIDEN	5/17/10	\$3,000	Democratic Senatorial Campaign Cmte (D)
PEREIRO, ANTONIO F SAN JUAN,PR 00920	SELF-EMPLOYED/ATTORNEY	5/17/10	\$2,000	Democratic Senatorial Campaign Cmte (D)
ROSSI-COUGHLIN, JOSE GUAYNABO, PR 00966	AIREKO/CHAIRMAN	5/17/10	\$5,000	Democratic Senatorial Campaign Cmte (D)
TOLEDO, JOSE H SAN JUAN, PR 00918	SELF-EMPLOYED/ATTORNEY	5/17/10	\$5,000	Democratic Senatorial Campaign Cmte (D)
VARGAS, JOSE J GUAYNABO,PR 00969	SELF-EMPLOYED/DOCTOR	5/17/10	\$4,000	Democratic Senatorial Campaign Cmte (D)
VARGAS-RODRIGUEZ, JOSE GUAYNABO,PR 00969	SELF-EMPLOYED/PHYSICIAN	5/17/10	\$2,000	Democratic Senatorial Campaign Crite (D)
LAUSELL, MIGUEL D SAN JUAN,PR 00919	SELF-EMPLOYED/ATTORNEY	5/5/10	\$1,000	Democratic Senatorial Campaign Cmte (D)
LEVIS, SALOMON SAN JUAN,PR 00902	SELF-EMPLOYED/LAWYER	4/30/10	\$1,000	Democratic Senatorial Campaign Crnte (D)
LAUSELL, MIGUEL D SAN JUAN,PR 00919	SELF-EMPLOYED/ATTORNEY	1/31/10	\$10,000	Democratic Senatorial Campaign Cmte (D)
LAUSELL, MICHAEL SAN JUAN,PR 00921	NARETIRED	1/14/10	\$500	Democratic Senatorial Campaign Cmte (D)
BENGOA, JOSE SAN JUAN,PR 00926	PREFERRED HEALTH MANAGEMENT/VICE PR	12/21/0	9 \$1,000	Democratic Senatorial Campaign Crite (D)
BENGOA, JOSE SAN JUAN,PR 00926	PREFERRED HEALTH MANAGEMENT/VICE PR	12/21/0	9 \$1,000	Campaign Cmte (D)
CABRAL, MIGUEL SAN JUAN,PR 00917	AMERICAN PARKING SYSTEMS/PRESIDENT	12/16/0	9 \$2,500	Democratic Senatorial Campaign Cmte (D)
CABRAL, MIGUEL SAN JUAN,PR 00917	AMERICAN PARKING SYSTEMS/PRESIDENT	12/16/0	9 \$2,500	Democratic Senatorial Campaign Cmte (D)
TOLEDO, JOSE H SAN JUAN,PR 00918	SELF-EMPLOYED/ATTORNEY	12/16/0	9 \$1,000	Democratic Senatorial Campaign Cmte (D)
TOLEDO, JOSE H SAN JUAN,PR 00918	SELF-EMPLOYED/ATTORNEY	12/16/0	9 \$1,000	Campaign Crnte (D)
TOLEDO, JOSE H SAN JUAN,PR 00918	SELF-EMPLOYED/ATTORNEY		9 \$500	Democratic Senatorial Campaign Cmte (D)
FERNANDEZ, JOSE SAN JUAN,PR 00927	OMEGA INVESTMENTS/CEO	12/10/0	9 \$15,20	Democratic Senatorial Campaign Cmte (D)
RIUTORT, JORGE H CAROLINA,PR 00984	SELF-EMPLOYED/DOCTOR	11/30/0	9 \$2,000	Campaign Cmte (D)
BRU, ARTURO A GUAYNABO,PR 00966	SELF-EMPLOYED/ATTORNEY	11/23/0	9 \$250	Democratic Senatorial Campaign Cmte (D)
ESTEVE, JERONIMO JR SAN JUAN,PR 00919	BELLA INTERNATIONAL/OWNER	11/23/0	9 \$500	Democratic Senatorial Campaign Cmte (D)
SADUMI, DOMINGO CATANO,PR 00962	SELF-EMPLOYED/ENGINEER	11/23/	09 \$500	Democratic Senatorial Campaign Cmte (D)
GARCIA-BENITEZ, MARLI E	A SELF-EMPLOYED/PHYSICIAN	11/19/	09 \$3,00	Democratic Senatorial Campaign Cmte (D)
GUAYNABO,PR 00725			. 1	The second secon



#### SCHEDULE B (FEC Form 3X) FOR LINE NUMBER: PAGE 956 / 1048 Use separale schedule(s) (check only one) ITEMIZED DISBURSEMENTS for each category of the X 216 22 24 25 23 Detailed Summary Page 27 28a 28b 28c 30b Any Information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee NAME OF COMMITTEE (In Full) Democratic Senatorial Campaign Committee Full Name (Last, First, Middle Initial) Transaction ID: SB218-63805-10000 Longworth House Office Post Office Date of Disbursement 05 2010 Mailing Address Longworth HOB Room 202-B Amount of Each Disbursement this Period Zip Code City State DC 20515 Washington 8.80 Purpose of Disbursement 001 Postage Candidate Name Categoryi Type [MEMO ITEM] Office Sought: House Disbursement For: Memo Entry Primary General Senate President Other (specify) 💗 District: State: Full Name (Last, First, Middle Initial) Transaction ID: SB21B-63799 8. Date of Disbursement Vitreo Retinal Consultants 2010 Malling Address 2521 Metrocentre Blvd. Zip Code Amount of Each Disbursement this Period City State 33407 West Palm Beach 3878.70 Purpose of Disbursement Travel-Air Transportation Candidate Name Calegory/ Туре Office Sought: House Disbursement For: General Primary Senate President Other (specify) 👺 District: Full Name (Last, First, Middle Initial) Transaction ID: SB21B-63800 **Date of Disbursement** Vitreo Retinal Consultants ได้ร 24 2010 Mailing Address 2521 Metrocentre Blvd. City Zip Code Amount of Each Diabursement this Period 33407 West Palm Beach 1501.80 Purpose of Disbursement Travel-Air Transportation Candidate Name Category/ Type Disbursement For: Office Sought: House General Primary Senate Other (specify) President District: State: 6380.50 SUBTOTAL of Disbursements This Page (optional) .... TOTAL This Period (last page this line number only) .... FEC Schedule 9 ( Form 3X) (Revised 02/2003) FE6AN026

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81 records found in 0.038 seconds. Total for this search: \$115,600

Contribution type:

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Contributor	Occupation	Date	Amount	Recipient
BELTRAN, DEMETRIA M SAN JUAN, PR 00907	HOSPITAL HERMANOS MELENDEZ	3/28/11	\$1,000	Menendez, Robert (D)
BUENAGA-ORTIZ, JOSE C SAN JUAN, PR 00907	MONEY HOUSE MORTGAGE BANKERS	3/28/11	\$750	Menendez, Robert (D)
CABRAL, JULIO C SAN JUAN, PR 00940	AMERICAN PARKING SYSTEMS	3/28/11	\$2,500	Menendez, Robert (D)
CABRAL, JULIO C SAN JUAN,PR 00940	AMERICAN PARKING SYSTEMS	3/28/11	\$625	Menendez, Robert (D)
CORRADA, MERCEDES SAN JUAN,PR 00940	N/A	3/28/11	\$625	Menendez, Robert (D)
CORRADA, MERCEDES SAN JUAN,PR 00940	N/A	3/28/1	\$2,500	Menendez, Robert (D)
DE LA CRUZ, ALBERTO G SAN JUAN,PR 00926	N/A	3/28/1	1 \$2,500	Menendez, Robert (D)
DE LA CRUZ, ALBERTO G SAN JUAN,PR 00926	N/A	3/28/1	1 \$2,500	Menendez, Pobert (D)
DE LA CRUZ, ILEANA SAN JUAN,PR 00901	N/A	3/28/1	1 \$2,500	Menendez, Floberi (D)
DE LA CRUZ, ILEANA SAN JUAN,PR 00901	N/A	3/28/1	1 \$2,500	Menendez, Flobert (D)
DE LA CRUZ, MARIA M SAN JUAN,PR 00901	N/A	3/28/1	1;\$2,500	Menendez, Flober (D)

Contributor	Occupation	Date	Amount	Recipient
DE LA CRUZ, MARIA M SAN JUAN,PR 00901	N/A	3/28/11		Menendez, Robert (D)
FIGUEROA, ALEJANDRO SAN JUAN,PR 00908	BCS LEGAL SERVICES	3/28/11	\$2,500	Menendez, Robert (D)
FRANCIS, DAVID E RODRIGUEZ GUAYNABO,PR 00968	INTEGRATED DESIGN SOLUTIONS	3/28/11	\$500	Menendez, Robert (D)
GARCIA, IGNACIO SAN JUAN,PR 00908	ATLANTIC PIPE CORPORATION	3/28/11		Menendez, Robert (D)
INDIANO, DAVID C SAN JUAN,PR 00926	INDIANO & WILLIAMS P.S.C.	3/28/11	\$500	Menendez, Robert (D)
LINARES, OSVALDO CARLO SAN JUAN,PR 00927	CARLO LAW OFFICES	3/28/11	\$500	Menendez, Robert (D)
LOPEZ-FONTAN, ELEDITHS G CAROLINA,PR 00985	SELF-EMPLOYED	3/28/11	\$1,000	Manendez, Robert (D)
NOBLE, ANDRES G SAN JUAN,PR 00908	NACHMAN & GUILLEMARD	3/28/11	\$2,500	Menendez, Robert (D)
ORTIZ, NORMA MACHADO DORADO,PR 00646	HOSPITAL HERMANOS MELENDEZ	3/28/11	\$2,500	Menendez, Robert (D)
ORTIZ, RICHARD MACHADO SAN JUAN,PR 00901	HOSPITAL HERMANOS MELENDEZ	3/28/1	\$2,500	Menendez, Robert (D)
PIA-CORTES, JAIME SAN JUAN,PR 00926	EPC-NUTRIX	3/28/1	\$1,000	Menendez, Robert (D)
RAMOS, LUIS A OCASIO SAN JUAN,PR 00926	SELF-EMPLOYED	3/28/1	1.\$500	Menendez, Robert (D)
RIONDA, ALBERTO E DE LA CRUZ SAN JUAN,PR 00901	COCA COLA BOTTLING OF PUERTO RICO	3/28/1	1 \$2,500	Menendez, Robert (D)
RIONDA, ALBERTO E DE LA CRUZ SAN JUAN,PR 00901	COCA COLA BOTTLING OF PUERTO RICO	3/28/1	1,\$2,500	Menendez, Robert (D)
RIVERA, WAKESKA CRESPO TOA ALTA, PR 00953	SELF-EMPLOYED	3/28/1	1 \$2,500	Menendez, Robert (D)
ROMAN, FELIX N GUAYNABO,PR 00966	SELF-EMPLOYED	3/28/1	1 \$2,500	Menendez, Robert (D)
ROMAN, FELIX NORMAN BAYAMON,PR 00960	SELF-EMPLOYED	3/28/1	1,\$2,500	Menendez, Robert (D)
SANCHEZ-GONZALEZ, ELBA SAN JUAN,PR 00926	FALCON SANCHEZ & ASSOCIATES	3/28/	11 \$1,000	Menendez, Robert (D)
VIVALDI, DOMINGO CRUZ GUAYNABO,PR 00966	SAN JORGE CHILDREN'S HOSPITAL	3/28/	11 \$1,000	Menendez, Robert (D)
CABRAL, ROLANDO SAN JUAN,PR 00919	AMERICAN PARKING SYSTEM	3/8/11	\$2,500	Menendez, Robert (D)

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Contributor	Occupation	Date	Amount	Recipient
SERRA, SILA M SAN JUAN,PR 00922	INTER-AMERICAN GLOBAL LINKS, INC.	9/19/11	\$1,000	Menendez, Robert (D)
ORTIZ, NORMA MACHADO DORADO,PR 00646	HOSPITAL HERMANOS MELENDEZ	4/7/11	\$-2,500	Menendez, Robert (D)
ROSSI-COUGHLIN, JOSE E GUAYNABO,PR 00966	SELF EMPLOYED	4/7/11	\$2,500	Menendez, Robert (D)
CABRAL, MIGUEL SAN JUAN,PR 00919	AMERICAN PARKING SYSTEMS	3/31/11	\$2,500	Menendez, Robert (D)
GONZALEZ, RICHARD M BAYAMON,PR 00959	PRFAA	3/31/11	\$900	Menendez, Robert (D)
RIEFKOHL, FREDERIK SAN JUAN,PR 00907	CSA GROUP	3/30/11	\$2,500	Menendez, Robert (D)
RIELKOHL, FREDERIK SAN JUAN,PR 00907	CSA GROUP	3/30/11	\$2,500	Menendez, Robert (D)

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4 records found in 0 138 seconds. Total for this search: \$20,000

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DE LA CRUZ, ALBERTO E SAN JUAN,PR 00901	COCA-COLA PR BOTTLERS	3/28/11	Secretarion of the second	New Mittennium PAC (0)
DE LA CRUZ, MARIA M SAN JUAN,PR 00901	MA	3/28/11		New Millennium PAC (D)
GONZALEZ, DIONISIO T SAN JUAN, PR 00935	SELF-EMPLOYED	3/28/11	\$5,000	New Millennium PAC (D)
RIEFKOHL, FREDERIK SAN JUAN, PRINCES	GSA GROUP	3/29/11	\$5,000	New Millennium PAC (D)

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CQ FLOOR VOTES SENATE ROLL CALL VOTE 46 March 28, 2011 6:03 p.m.



## **D'Agostino Nomination - Confirmation**

March 28,

Senate Roll Call Vote 46

2011

Confirmation of President Obama's nomination of Mae A. D'Agostino of New York to be a judge for the U.S. District Court for the Northern District of New York.

## Confirmed by a vote of 88-0:

47-0 Democrats 39-0 Republicans independents 2-0

Note: A "yea" was a vote in support of the president's position.

## Vote Key

## **YEAS (88)**

#### **DEMOCRATS (47)**

Akaka (HI)	Franken (MN)	Murray (WA)
Baucus, M. (MT)	Gillibrand (NY)	Nelson, Bill (FL)
Begich (AK)	Hagan (NC)	Pryor, M. (AR)
Bennet, M. (CO)	Harkin (IA)	Reed, J. (RI)
Bingaman (NM)	Johnson, Tim (SD)	Reid, H. (NV)
Blumenthal (CT)	Kerry, J. (MA)	Schumer (NY)
Boxer (CA)	Klobuchar (MN)	Shaheen (NH)
Brown, Sherrod (OH)	Kohl (WI)	Stabenow (MI)
Cantwell (WA)	Landrieu, M. (LA)	Tester (MT)
Cardin (MD)	Lautenberg (NJ)	Udall, Mark (CO)
Carper (DE)	Leahy (VT)	Udali, T. (NM)
Casey (PA)	Levin, C. (MI)	Warner, M. (VA)
Conrad (ND)	Manchin (WV)	Webb (VA)
Coons (DE)	McCaskill (MO)	Whitehouse (RI)
Durbin (IL)	Merkley (OR)	Wyden (OR)
Feinstein (CA)	Mikulski (MD)	

## INDEPENDENTS (2)

Lieberman (CT)

Sanders (VT)

## NAYS (0)

**DEMOCRATS (0)** 

REPUBLICANS (0)

INDEPENDENTS (0)

## **NOT VOTING (12)**

## DEMOCRATS (4)

Inouye (HI) ?

Menendez (NJ) ?

Nelson, Ben (NE) ?

Rockefeller (WV) ?

## REPUBLICANS (8)

Blunt (MO) ?

Cochran (MS) ?

Hatch (UT) +

Hoeven (ND) ?

Kirk (IL) ?

Risch (ID) ?

Vitter (LA) ?

Wicker (MS) ?

## INDEPENDENTS (0)

Source: **CQ Floor Votes**Providing vote-by-vote tracking of legislative events on Capitol Hill.

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The Associated Press State & Local Wire

August 22, 2006 Tuesday 11:17 PM GMT

## Menendez says U.S. ignoring Latin America at its own peril

SECTION: STATE AND REGIONAL

LENGTH: 312 words

DATELINE: SANTO DOMINGO Dominican Republic

The United States has ceded influence in Latin America to Venezuelan President Hugo Chavez because it has ignored the region, U.S. Sen. Robert Menendez, D-N.J., said in comments published Tuesday.

Menendez said the left-leaning Chavez, a strong critic of U.S. foreign policy, is taking advantage of Washington's focus on issues such as Iraq and the war on terrorism.

"The reality is that the vacuum the United States has created in its relations with Latin America has been filled by Hugo Chavez of Venezuela," Menendez told Listin Diario while vacationing in the exclusive Casa de Campo resort, about 110 kilometers (68 miles) east of the capital, Santo Domingo.

The Democratic senator, who faces a November election battle against Republican state Sen. Thomas Kean Jr., criticized President George W. Bush for reducing aid to Latin America and said many of his colleagues in the U.S. Congress were ignorant about the region. Menendez is the son of Cuban immigrants.

Calls placed by The Associated Press to a spokesman in the senator's Washington office seeking comment were not immediately returned.

In his remarks made in Spanish to the Dominican newspaper on Sunday, Menendez said Republican lawmakers have alienated neighboring countries through hardline positions on immigration and in pushing for a wall to be built on the Mexican border.

"If we don't focus ourselves on Latin America, we will pay the consequences, and in a certain sense we have already started to pay that bill," said Menendez, who did not elaborate.

The next U.S. Congress should focus on creating a development fund for Latin America, including support for education and finding substitute crops for the region's coca producers, whose plants are used to make cocaine, the senator said.

Menendez was appointed in January to complete the senate term of Jon Corzine, who was elected as New Jersey's governor.

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